

**Meet and Confer Agreement
between
City of Bryan, Texas
and
Bryan Firefighters Association,
International Association of Firefighters
Local 1204**

~~October 12, 2021~~ through ~~December 31, 2022~~

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DEFINITIONS

1. "Agreement" means this Meet and Confer Agreement entered between the City of Bryan, Texas and the Bryan Firefighters Association, IAFF, Local 1204.
2. "Association" means the Bryan Firefighters Association, IAFF, Local 1204, its elected leaders and its collective membership.
3. "City" means the City of Bryan, Texas.
4. "Commission" means the City of Bryan Firefighters' and Police Officers' Civil Service Commission.
5. "Days" mean calendar days unless otherwise specified.
6. "Department" or "Fire Department" means the City of Bryan, Texas Fire Department.
7. "Department head" means the Fire Chief of the City of Bryan Fire Department, an interim or acting Chief of the City of Bryan Fire Department.
8. "Director" means the director of the City of Bryan Firefighters' and Police Officers' Civil Service Commission.
9. "Firefighter" means a member of the City of Bryan Fire Department who was appointed in substantial compliance with Chapter 143 of the Texas Local Government Code or who is entitled to civil service status under Section 143.05.
10. "Local Rule" means the Local Rules and Regulations of the City of Bryan Firefighters' and Police Officers' Civil Service Commission.
11. "Parties" mean the City of Bryan and the Bryan Firefighters Association, IAFF, Local 1204, collectively. Each shall be referred to individually by the term "Party".
12. "Company Officer" under this contract is interchangeable between Lieutenant and Captain.

ARTICLE I
PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into between the City of Bryan, Texas, hereinafter referred to as "City" and the Bryan Firefighters Association, International Association of Firefighters, Local 1204, hereinafter referred to as "Association" to achieve and maintain harmonious relations between the Parties related to working conditions and other conditions of employment, as provided in Texas Local Government Code, Chapter 143, and not for the purpose of denying local control by the City. This Agreement has been reached by the Parties through the process of Meet and Confer with the objective of fostering effective cooperation between the City and its Firefighters.

ARTICLE II RECOGNITION

In conjunction with Resolution No. 3678 adopted by the Bryan City Council on September 13, 2016, the City of Bryan recognizes the Bryan Firefighters Association, IAFF, Local 1204, as the sole and exclusive bargaining agent for all City Firefighters as that term is defined in the Texas Local Government Code, Subsection 142.110, with the exception of the Department head, and excluding employees of the Bryan Fire Department exempt under Section 142.108(b) of the Texas Local Government Code.

ARTICLE III
PREEMPTION PROVISION

The provisions of this Agreement shall supersede the provisions of any statute, executive order, local ordinance, or rule, which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143; Ordinances of the City of Bryan, Texas; and Local Rules. This preemption provision is authorized by Section 142.117 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard or result which would otherwise be obtained, in the absence of this Agreement.

ARTICLE IV
CIVIL SERVICE RULES

By entering into this Agreement, the Parties recognize and agree that the provisions of this Agreement shall take precedence over Civil Service law provisions, including the applicable sections of Chapters 142 and 143 of the Texas Local Government Code, or the Local Rules, whenever the provisions of the Agreement specifically addressed them. All other statutory provisions contained in Chapters 142 and 143 of the Texas Local Government Code and the Local Rules, not in conflict herewith, shall remain in full force in the same manner as on the date this agreement became effective.

ARTICLE V
NON-DISCRIMINATION

The Association agrees that it shall not interfere with, coerce, or intimidate any Employee into joining the Association. The Association recognizes that no Employee is required to join the Association, but each Employee has the right to choose of his/her own free will as to whether he/she will or will not join the Association.

Applicable federal and state laws shall be applied equally to all employees without discrimination as to sex, race, color, national origin, age, religion, disability, or any other characteristics protected by law.

The City shall not discriminate or retaliate against any Employee for his/her activity on behalf of, or membership in, the Association. As used herein, the term “activity” will include but not be limited to: filing grievances, participating in arbitration hearings, hearings before the City of Bryan Firefighters’ and Police Officers’ Civil Service Commission or other legal proceedings, or participation in political activities.

ARTICLE ~~XVI~~ VI
SAVINGS CLAUSE

Should any provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the Parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason(s) of the invalidity of any other portion or provision.

ARTICLE ~~XVI~~ VII
COMPLETE AGREEMENT CLAUSE

The Parties agree that each Party has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of meet and confer negotiations. This Agreement constitutes the full and complete Agreement of the Parties and there are no other agreements, oral or written, except as specified in this Agreement.

ARTICLE ~~XIX~~ VIII
AMENDMENT

The Parties may amend any part of this Agreement at any time during the term of the Agreement by mutual consent. Any amendments to this Agreement shall be in writing, shall contain an effective date, and shall be dated and signed by authorized representatives of the respective Parties. All amendments shall be ratified in the same manner as provided by State law for original ratification.

ARTICLE ~~XX~~ IX
DURATION OF AGREEMENT

Section 1. Term of Agreement

This Agreement shall become effective upon ratification by the Association and passage of a Resolution indicating approval by the Bryan City Council, in accordance with Section 142.114, Texas Local Government Code. This Agreement shall remain in full force and effect until ~~December 31, 2022~~, and may be extended thereafter until superseded by a new agreement or until ~~December 31, 2023~~, whichever occurs first.

Section 2. Additional Option Year

This Agreement may be extended by mutual agreement. An initial meeting will be held no later than ~~June 1, 2022~~, to discuss possibly extending this Agreement by one (1) year. A decision shall be reached by ~~September 30, 2022~~, to extend the agreement, including City Council formal approval, or negotiations for a new agreement will move forward.

Upon mutual agreement to extend this Agreement, all provisions of this Agreement will remain in full force and effect, subject to the provision of this Article, during the additional year of the Agreement, which will end on ~~December 31, 2023~~.

Section 3. Notice and Renegotiation

The City and the Association shall begin negotiations by June 1st of the final year of the Agreement, unless otherwise mutually agreed in writing by both Parties.

Section 4. Extension for Successor Agreement

If the Parties are engaged in negotiations for a successor Agreement at the time this Agreement expires, then the Association's and the City's negotiating teams shall have the authority to extend this Agreement in thirty (30) calendar day/monthly increments by mutual written agreement, during a period of good faith negotiations after such termination date, not to exceed a total of three (3) months.

ARTICLE ~~XX~~ X
NOTICES

Notices under this Agreement shall be served to the City or the Association by certified mail, return receipt requested, and/or by email to the City and Association at the following respective addresses (or such other address as such party may subsequently designate in writing):

City:
City Manager
City of Bryan
Post Office Box 1000
Bryan, Texas 77805
kregister@bryantx.gov

Association:
President, Bryan Firefighters Association
Post Office Box 2340
Bryan, Texas 77806
~~djbuford04@gmail.com~~ IAFF1204President@gmail.com

ARTICLE ~~XVIII~~ XI
MANAGEMENT RIGHTS, A NO STRIKE CLAUSE, ~~AND~~ FIRE CHIEF
APPOINTMENTS, ~~AND~~ FIRE SPECIALIST

Section 1. Management Rights

The parties understand and agree the City, as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, hereby retains all those powers, privileges, rights, and authority conferred upon it by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than as required under Chapters 142 and 143 of the Texas Local Government Code.

Section 2. No Strike Clause

The Association shall not cause, counsel, or permit its members to strike, slow down, disrupt, impede, or otherwise impair the normal functions of the Department; nor to refuse to cross any picket line by whoever established, where such refusal would interfere with or impede the performance of the employee's duties as an employee of the City. The City shall not lock out any employee.

Section 3. Fire Chief Appointments Deputy Chief and Assistant Chief

There shall be two authorized positions in the classification immediately below department head – Deputy Fire Chief and Assistant Fire Chief. The position of Assistant Fire Chief will rank immediately above the position of Battalion Chief and rank below the position of Deputy Fire Chief in the chain of command. The Fire Chief may appoint a single Deputy Fire Chief and appoint two (2) of the four (4) Assistant Fire Chiefs. The remaining two (2) Assistant Fire Chiefs, and any additional Deputy Fire Chief or Assistant Chief positions in the future, shall be filled utilizing the outlined testing and assessment process in Article X of this agreement. At any time the City of Bryan chooses to dissolve/reclassify either the Deputy Fire Chief or Assistant Fire Chief position(s), it shall be from an appointed position and not from a tested position.

Any person appointed to such a position must meet the following conditions for eligibility:

- A.** Meet the requirements for appointment to the classification immediately below that of department head prescribed by Section 143.014(e) of the Texas Local Government Code.
- B.** Qualified members of the Department, if interested, shall request an interview by submitting a letter of intent and resume to the Fire Chief.
- C.** Complete a formal interview and receive approval by a committee consisting of members from various City of Bryan departments chosen by the Fire Chief, and a member of the Association's Executive Board chosen by the Association.

A person appointed under this Article serves at the pleasure of the Fire Chief and, notwithstanding any other provision of this Agreement or Civil Service statutes, all wages, hours, and other conditions of employment regarding the Deputy Fire Chief position shall

be subject to change or creation by the Fire Chief in his sole, unfettered discretion. All wages, hours, and other conditions of employment regarding the appointed Assistant Fire Chief position shall mirror the tested Assistant Fire Chief (non- appointed) positions. Any reclassification of appointed positions will be discussed with the Association's Executive Board at least thirty (30) days prior to implementation.

Any person appointed to either position may voluntarily demote or return, at any time, to the classification from which they promoted. Upon voluntary demotion or return to the previously held classification, the person retains all rights of seniority in the Department.

A person who is removed from the position by the Fire Chief shall be reinstated in the same classification, or its equivalent, the person held before appointment. The person retains all rights of seniority in the Department. No authorized positions in the Department shall be eliminated in order to create this position.

If a person appointed under this Article is charged with an offense in violation of Civil Service rules and is indefinitely suspended by the Fire Chief, the person has the same rights and privileges of a hearing before the City of Bryan's Civil Service Commission in the same manner and under the same conditions as a classified tested employee. If the City of Bryan's Civil Service Commission, a hearing examiner, or a court of competent jurisdiction finds the charges to be untrue or unfounded and overturns the indefinite suspension, the person shall immediately be restored to the same classification, or its equivalent, the person held before the appointment. The person retains all rights and privileges of the prior position according to seniority and shall be repaid for any lost wages, as determined by the Civil Service Commission, hearing examiner, or appropriate court.

Upon the changing of the Fire Chief, all appointed positions shall be reviewed within the first one-hundred and eighty (180) days in office

SECTION 4. Fire Specialist

Subsection 1. There shall be three temporary assigned positions available serving at the pleasure of the Fire Chief. These positions shall serve a one-year term and be reviewed for extension annually or until their special assignment is completed. These assigned positions will not come with a Civil Service Rank, but a Special Assignment Classification.

Subsection 2. A person appointed under this section serves at the pleasure of the Fire Chief and, notwithstanding any other provision of this Agreement or civil service statutes. All hours and other conditions of employment regarding the Fire Specialist position shall be subject to change or creation by the Fire Chief in their sole, unfettered discretion. Wages will be at the rate of the Civil Service Position directly above their position prior to assignment, not to exceed the Battalion Chief Rate.

Subsection 3. Any person assigned may voluntarily return to their position from which they original held at the time of assignment. The person retains all rights of seniority in the department and will return to the wage rate they possessed prior to assignment.

Subsection 4. A person who is removed from the position by the Fire Chief shall be reinstated in the department and placed in the same classification that the person held before appointment. The person retains all rights of seniority in the department and will return to the wage rate they possessed prior to assignment. No authorized positions in the Fire Department shall be eliminated in order to create this position.

Subsection 5. If a person appointed under this section is charged with an offense in violation of civil service rules and indefinitely suspended by the Fire Chief, the person has the same rights and privileges of a hearing before the City Civil Service Commission in the same manner and under the same conditions as a classified employee. If the City Civil Service Commission, a hearing examiner, or a court of competent jurisdiction finds the charges to be untrue or unfounded, the person shall immediately be restored to the same classification, or its equivalent, that the person held before the appointment. The person has all the rights and privileges of the prior position according to seniority and shall be repaid for any lost wages.

Subsection 6. Upon the changing of the Department Head, all assigned positions will be reviewed within the first one-hundred and eight (180) days.

Subsection 7. Prior to any changes to assigned positions or organizational charts, the Department Head and the Association Executive Board will meet and review the proposed changes.

ARTICLE ~~VII~~ XII
AGE LIMIT FOR HIRING

The maximum age at which a person may be certified as eligible for a beginning position as a firefighter is age 40. A person may not be hired as a firefighter if the person is age 41 or older on the date of hire.

ARTICLE ~~IX~~ XIII **HIRING PROCESS**

Section 1. Intent

In adopting this article, the Parties agree to allow the City to implement a hiring system for beginning positions in the Department that provide for selection based upon a Written Examination (with additional points if applicable), an Oral Interview Board, and final decision by the Fire Chief. The written examination will be weighted as ~~20%~~ 40% of the final score for ranking on the final eligibility list; the Oral Interview Board will be weighted as ~~80%~~ 60%.

Section 2. Adoption and Publication of Rules

Any Local Rules that may be adopted by the Commission shall be in conformity with the provisions of this article.

Section 3. Eligibility

Eligibility to become a firefighter will be determined by a candidate's ability to meet the minimum standards and requirements established in Section 143.023(2) Minimum Eligibility Requirements for Firefighters and Section 143.023(4) Cause for Rejection for Firefighters and Police Officers of the City of Bryan's Firefighters' and Police Officers' Civil Service Commission Rules and Regulations.

Section 4. Process

(a) Written Examination and Additional Points

The written examination under Chapter 143 of the Texas Local Government Code shall be administered, and the minimum passing grade on the written examination is seventy percent (70%). The candidate characteristics for which additional points shall be added to a passing test score and the point values for such characteristics are as follows:

- Five (5) points shall be added to the examination grade of an applicant who served a minimum of one hundred and eighty (180) active days in the United States Armed Forces and received an honorable discharge.
- Five (5) points shall be added to the examination grade of an applicant who holds a Texas Commission on Fire Protection Basic (or above) Structure Fire Suppression Certification **and** a Paramedic certification or license through the Texas Department of State Health Services.
- Three (3) points shall be added to the examination grade of an applicant who holds a Paramedic certification or license through the Texas Department of State Health Services.
- Three (3) points shall be added to the examination grade of an applicant who holds Texas Commission on Fire Protection Basic (or above) Structure Fire Suppression Certification **and** a EMT-Basic certification or license through the Texas Department of State Health Services.

~~Five (5)~~ Ten (10) points is the maximum cumulative number of additional points allowed to be added to a candidate's passing test score for any combination of such characteristics.

In the event a tie should occur, the process to break a tie will follow Section 143.025 Entrance Examinations as stated in the City of Bryan's Firefighters' and Police Officers' Civil Service

Commission Rules and Regulations. A passing grade on the written examination may permit the applicant to proceed to the next step(s) in the hiring process. The written examination grade, **plus any additional points**, will be weighted as **20% 40%** of the final score to determine the ranking for an eligibility list for hiring.

~~An initial eligibility list will be completed after the Fitness and Task Proficiency Assessment; ranking applicants in order of the highest combined exam score (including additional points) to the lowest. The list then will be broken into four (4) pools or groups each representing 25% of the applicants ranked on the initial eligibility list. It will be at the discretion of the Department head to determine how many pools will move to the next steps to create a final eligibility list. It will also be at the discretion of the Department head to modify the percentage of the initial pool(s) if necessary for more efficient processing of applicants in relation to the number of vacancies, business need, etc.~~

(b) Fitness and Task Proficiency Assessment

~~After the Department head determines an applicant pool eligible to move forward through the process, The **All** applicants will proceed through the Fitness and Task Proficiency Assessment in accordance with Section 143.023 Eligibility for Beginning Position in the City of Bryan's Firefighters' and Police Officers' Civil Service Commission Rules and Regulations. If the applicant fails the Fitness and Task Proficiency Assessment, the applicant will be disqualified from any further consideration in the hiring process. **If an applicant passes the Fitness and Task Proficiency Assessment, the applicant will proceed to the next phase, which is the Background Investigation and Behavioral Personnel Assessment Device (B-PAD).**~~

An initial eligibility list will be completed **after the Fitness and Task Proficiency Assessment**; ranking applicants in order of the highest **combined** exam score **(including additional points)** to the lowest. The list then will be broken into four (4) pools or groups each representing 25% of the applicants ranked on the initial eligibility list. It will be at the discretion of the Department head to determine how many pools will move to the next steps to create a final eligibility list. It will also be at the discretion of the Department head to modify the percentage of the initial pool(s) if necessary for more efficient processing of applicants in relation to the number of vacancies, business need, etc.

(c) Background Investigation **and Behavioral Personnel Assessment Device (B-PAD)**

From the **list predetermined pools** of applicants who passed the Fitness and Task Proficiency Assessment, those applicants shall proceed to the next step in the process. After the Department head determines an applicant eligible to proceed through the process, the applicant will proceed through the Background Investigation **and B-PAD** in accordance with Section 143.023 Eligibility for Beginning Position in the City of Bryan's Firefighters' and Police Officers' Civil Service Commission Rules and Regulations. If an applicant does not pass the Background Investigation **and B-PAD**, the applicant will be disqualified from any further consideration in the hiring process. If an applicant passes the Background Investigation **and B-PAD**, the applicant shall be eligible to proceed to the Oral Interview Board.

Section 5. Oral Interview Board

(a) Oral Interview Board

The Department head shall establish an Oral Interview Board made up of an assigned seven (7) Board members. ~~Two (2) Board members shall be assistant chiefs from the Department~~ One (1) Board member shall be selected from the command staff; One (1) Board member shall be one active duty member of the fire department of any rank selected by the Fire Chief; one (1) Board member shall be a battalion chief from the Department; one (1) Board member shall be a lieutenant from the Department; one (1) Board member shall be an apparatus operator from the Department; one (1) Board member shall be a firefighter from the Department; and one (1) Board member shall be an Executive Board Member of the Association.

Once the oral interview process begins, only the assigned Board members may be used throughout the process, unless a member must be excused. In the event an assigned Oral Interview Board Member must be excused, the member will be replaced; however, the Board shall retain the required makeup as defined above.

(b) Interview and Rating System

The Oral Interview Board will interview eligible applicants from the pool(s) selected by the Department head and determined by the preceding steps in this article.

Each Candidate will be rated in the following ten (10) categories:

1. Decision Making
2. Problem Analysis/Solving
3. Technical/Professional Knowledge
4. Oral Communication Skills
5. Interpersonal Skills
6. Appearance/Demeanor/Bearing
7. Judgment
8. Dependability
9. Self-Motivating
10. Integrity/Work Ethic/Character

Scoring will be based on the Grading Criteria outlined in Appendix A.

Each member of the Oral Interview Board will assign an applicant a score from zero (0) to ten (10) points. All scores by the Oral Interview Board shall be within three (3) points of one another per category. The total score per interview board member stands alone as long as the 3-point rule is met in each individual category. Candidates scoring 0-3 in any category are considered less suitable to be hired as firefighters for that category. Candidates scoring 4-7 in any category are considered suitable to be hired as firefighters for that category. Candidates scoring 8-10 in any category are considered more suitable to be hired as firefighters for that category. The overall total for each Board member shall equal the sum of all scores in each category. The total score may range from 0 to 100 per Board member. All Oral Interview Board members' scores shall be added together for the candidate's final score, which may range from 0-700. Any applicant scoring 400 and/or below will be considered as a failure and the applicant will be disqualified from any further consideration in the hiring process. Any applicant scoring 401 – 700 will be considered passing and eligible to proceed to the hiring process.

Nothing in this Article shall prevent the City, including the Oral Interview Board, from complying with Equal Employment Opportunity Commission (EEOC) regulations and/or guidelines, nor shall

this Article be interpreted to create a private right of action to an EEOC discrimination claim.

Any candidate needing a reasonable accommodation to complete a step in the process will be afforded an opportunity to request that accommodation from the Human Resources Director. The Human Resources Director or designee will grant or deny the request.

Section 6. Final Eligibility List

Upon completion of the Oral Interview Board, a final score will be given to each candidate, still in the process, calculated by the ~~20%~~ 40% weighted written exam and ~~80%~~ 60% of the Oral Interview Board score. Processed candidates will be ranked on the Final Eligibility List in order of this final score. In the event of a tied score, the tiebreaker will be based on candidates' written examination raw scores. If still tied after raw scores, the applicants shall be ranked in the order according to which person has the higher certification level as a firefighter through the Texas Commission on Fire Protection. If still tied after certification levels, the candidates shall be ranked in the order by lot as determined by the Civil Service Director.

Upon receiving the contingent job offer, each candidate must successfully complete a Fit Life or equivalent NFPA 1583 assessment to receive the final job offer.

When a vacancy occurs, the Department head shall appoint the eligible suitable applicant having the highest final overall score on the Final Eligibility List unless the Department head has a valid reason for not appointing the person. Each hiring eligibility list remains in existence for one (1) year after the written examination, unless the list is exhausted before that time.

If the Final Eligibility List resulting from the processed pool of applicants is not sufficient to the employment needs of the Department, or the list is exhausted prior to its one (1) year existence, the Department head shall process the next pool(s) to create an additional Final Eligibility List. At no time will applicants from later processed pools be ranked higher than the initial processed pool(s).

Section 7. Probationary Period

All new hires or rehires will serve a one year probationary period from the date of hire and one (1) year following being sworn in as a fully state commissioned as a Bryan Firefighter. All candidates will be considered civilian employees until the completion of all Recruit Academy training requirements. During the probationary period, a probationary employee may be terminated without Civil Service appeal rights. Upon completion of the probationary period, the employee will have full Civil Service protection, except as modified or abridged by this Agreement.

Section 8. Disqualification

In the event an applicant is disqualified at any point in the hiring process, the Department head shall clearly set forth in writing the good and sufficient reason a person was disqualified.

Section 9. Statutory Override

This article supersedes the following sections of the Texas Local Government Code to the extent the article may be in conflict with any of these sections: Section 143.025(a) to account for an Oral Interview Board to be administered to certain applicants who meet the hiring process criteria under the rules implemented in accordance with this Article and to establish the final eligibility list based on the Written Examination and Oral Interview Board as outlined in this article; Section 143.025(b)

to base the final eligibility list on the final overall score from the Written Examination and Oral Interview Board as outlined in this article.

ARTICLE ~~XI~~ XIV
REAPPOINTMENT OF FIREFIGHTER

A firefighter who voluntarily resigns from the City of Bryan Fire Department may be reappointed as a firefighter with the Department without taking another entrance examination or being placed on an eligibility list. Reappointment of a firefighter is at the discretion of the Fire Chief and final approval by the City Manager.

- (a) The former firefighter shall submit a written request to be reappointed, within twenty-four (24) months from the date of separation, to the Fire Chief, who makes the final recommendation to the City Manager for reappointment. A candidate for reappointment may not appeal his/her rejection.
- (b) Prior to recommending reappointment of a former firefighter to the Department, the Fire Chief may review the candidate's past performance records, conduct a background investigation, require appropriate alcohol and drug tests, and require any other portion of the employment process he/she deems appropriate.
- (c) A candidate for reappointment shall successfully complete the physical fitness and physical ability test.
- (d) Upon receiving an offer of reappointment, the candidate shall pass a medical and psychological examination prescribed by the City.
- (e) A candidate for reappointment shall fully meet the requirements of the Texas Commission on Fire Protection Personnel Standards and Education.
- (f) A candidate for reappointment may be appointed regardless of the availability of an eligibility list. A candidate for reappointment has priority over candidates on an eligibility list.
- (g) In addition to the reasons for rejection listed in Section 143.023 of the Civil Service Commission Rules and Regulations, a candidate for reappointment may be rejected for reasons related to previous work performance as a firefighter in the Bryan Fire Department.
- (h) Any candidate reappointed to the Bryan Fire Department shall serve a one (1) year probationary period and prior service shall not count toward service for promotional eligibility.
- (i) The candidate's years of prior service may be counted to determine placement in the salary step system.
- (j) The candidate's years of prior service shall not count for determining vacation eligibility and rate.
- (k) Age limitations, as provided under Section 143.023(b), do not apply to reappointments under this provision.

STRATEGIC RETENTION PLAN & FIREFIGHTERS BILL OF RIGHTS

This agreement serves as a joint commitment between the City of Bryan and the Bryan Firefighter's Union to produce a productive partnership. This collaboration promotes a more effective and efficient delivery of emergency services through productive communication that brings both parties together to confront difficult constraints that effect the members of the Bryan Fire Department. This agreement serves as a way to solve workplace problems, and as an effective Recruitment and Retention resource. The instrumental results of this Agreement will:

- Increase the Standard of Firefighter Health & Safety**
- Increase the Standard of Public Safety**
- Strengthen the Communication between Bargaining Units**

ARTICLE XV

RETENTION STRATEGIES

Section 1. Salaries

- FY 2024-2025 2.5% increase across the board, plus a cost of living adjustment (COLA) based on the current CPI; COLA not to exceed 3.5%.
- FY 2025-2026 3.5% increase across the board, plus a cost of living adjustment (COLA) based on the current CPI; COLA not to exceed 3.5%.
- FY 2026-2027 2.5% increase across the board, plus a cost of living adjustment (COLA) based on the current CPI; COLA not to exceed 3.5%.

Parity with Bryan Police Department

By the conclusion of this Agreement, the monthly rates paid to employees covered by this agreement shall be within three (3) percent of the monthly rates paid to comparable ranks and steps of the Bryan Police Department. The comparable ranks are as follows:

Fire Cadet – Probationary Police Officer (Cadet)
Firefighter – Police Officer
Operator - No Equivalency
Fire Lieutenant – Police Sergeant
Fire Battalion Chief – Police Lieutenant
Fire Assistant Chief – Police Assistant Chief

It is clearly understood that parity extends only to wages between the foregoing classifications of employment and that wages are those that are identified by the official City of Bryan pay plan. It is further agreed and understood that parity exists exclusively with wages and does not include other terms and conditions of employment.

Section 2. Certification Pay

The following are in addition to the current (FY21) Certification Pay List with the Bryan Fire Department's Policies and Procedures and attached to this agreement.

- FY23 Paramedic Certification (Firefighter Level Only): \$300/month
- FY24 Education Pay:
 - Masters: 5% of base salary.
 - Bachelors: 3% of base salary.
 - Associate: 2% of base salary.
- FY25 Bilingual Pay: \$75/month

Section 3 Assignment Pay

- FY24 Firefighter / Paramedic FTO \$250/month
- FY25 Rescue Team \$100/month
- FY26 Hazmat Team \$100/month

Section 4 Compensatory Time Off

As permitted by the Fair Labor Standards Act (FLSA, 29 U.S.C 207(o), The City may compensate firefighters, if requested by the firefighter, with compensatory time in lieu of overtime compensation required by FLSA, 29 U.S.C 207 subject to the discretionary approval of the Chief. The Parties agree that if compensatory time is granted, it shall be administered in accordance with the creation of a City's Personnel Rules and Regulations applicable to firefighters and shall comply with state and federal law. The employee's pool of compensatory time off will not expire at the end of the year, but will continue to move year to year. The use of the term "firefighter" in this Article shall not be construed as affording the right of time-and-one-half remuneration (whether overtime or compensatory time) except as provided by FLSA, 29 U.S.C. 213 and TLGC 142.0015(e). This Article preempts Section 142.0016 TLGC only to the extent of any inconsistency with that section.

Section 5 Insurance

- FY24 Employee Only Health Insurance covered at 100%. Employee must enroll in the Healthy Lifestyle Program to qualify.
- FY26 Rule of 75

ARTICLE ~~XIV~~ XVI
COMPARABLE CITIES

The City and Association agree the below eight (8) cities are the only cities to be used as comparable cities for the salary survey to be conducted each year of this Agreement.

Baytown
Carrollton
College Station
Georgetown
New Braunfels
Round Rock
San Marcos
Sugar Land

ARTICLE XVII
Membership Resources

Section 1. Savings Plan

The City will offer to all members of the bargaining unit, a voluntary deferred compensation plan through the IAFF Financial Corporation called the Frontline deferred compensation plan at no cost to the member of the Local with access to payroll deductions.

Section 2. Supplemental Insurance

The City will offer to all members of the bargaining unit, a voluntary supplement insurance plan (cancer, accidental, life insurance, and short term disability) through a provider of the Associations choice at no cost to the member of the Local with access to payroll deductions.

ARTICLE ~~X~~ XVIII

PROMOTIONS

Section 1. Intent

The Parties agree to implement a promotional system using an Assessment Center component in addition to the written examination. The Parties agree including an Assessment Center component to the promotional process improves the selection process and provide candidates an opportunity to display skills and abilities that serve as additional good indicators they will perform successfully in the position(s) of Fire Apparatus Operator, Fire Lieutenant, Deputy Fire Marshal Lieutenant, Fire Battalion Chief, Deputy Fire Marshal Battalion Chief, Assistant Chief, or Fire Marshal.

Section 2. Promotional Process

- (a) The promotional process will consist of two parts:
 - 1. A written examination, as defined in this article, consisting of one-hundred (100) multiple choice questions; and, upon passing the written examination part of the promotional process;
 - 2. Participation in an Assessment Center.
- (b) The minimum passing score on the written examination is 70 percent.
- (c) The Civil Service Commission (Commission) shall adopt rules governing the promotional process and promotional eligibility lists in accordance with this article for promotions into positions of Fire Apparatus Operator, Fire Lieutenant, Deputy Fire Marshal Lieutenant, Fire Battalion Chief, Deputy Fire Marshal Battalion Chief, non-appointed Assistant Chief, or Fire Marshal. Further, the Commission may adopt rules to provide for the efficient administration of a promotional examination to eligible promotional candidates who are members of the armed forces serving on active military duty, which may include using only the written examination for each candidate for one hundred percent (100%) of all promotional candidates' final scores. If a written examination is offered to an active military candidate, and that candidate receives a minimum passing score, the remaining candidates shall only be required to take the written portion of the promotional process. If the active military candidate does not receive a minimum passing score, the other candidates who passed the written examination will be required to participate in the Assessment Center as required by this article.

Section 3. Selection of Assessment Center Consultant

The Parties may convene prior to an Assessment Center process to provide input regarding the selection of a consultant to prepare and administer the Assessment Center portion of the Promotional Process.

The Parties may convene to evaluate an Assessment Center process at its conclusion.

The Parties may convene to amend the promotional process by mutual agreement with approval from the Commission.

Section 4. Written Examination

- (a) The term "written examination" in this article means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the

Assessment Center. The promotional candidate's score on the written examination shall constitute the candidate's written score.

- (b) For a promotional candidate applying for the Apparatus Operator, Fire Lieutenant, or Deputy Fire Marshal Lieutenant classification, sixty percent (60%) of a promotional candidate's composite score will be based on the written score.
- (c) For a promotional candidate applying for the Fire Battalion Chief or Deputy Fire Marshal Battalion Chief classification, fifty percent (50%) of a promotional candidate's composite score will be based on the written score.
- (d) For a promotional candidate applying for the Assistant Chief or Fire Marshal classification, forty percent (40%) of a promotional candidate's composite score will be based on the written score.

Section 5. Assessment Center

- (a) For a promotional candidate applying for the Apparatus Operator, Fire Lieutenant, or Deputy Fire Marshal Lieutenant classification, forty percent (40%) of a promotional candidate's composite score will be based on an Assessment Center.
- (b) For a promotional candidate applying for the Fire Battalion Chief or Deputy Fire Marshal Battalion Chief classification, fifty percent (50%) of a promotional candidate's composite score will be based on an Assessment Center.
- (c) For a promotional candidate applying for the Assistant Chief or Fire Marshal classification, sixty (60%) percent of a promotional candidate's composite score will be based on an Assessment Center.
- (d) In the event the number of candidates qualified after the written examination equals the number of positions available for the current promotional process, the promotional candidates may voluntarily choose to waive his/her right to the Assessment Center process. In such situations, ALL candidates must unanimously agree to the voluntary waiver. If so, the parties mutually agree to utilize the **"WAIVER OF RIGHT TO ASSESSMENT CENTER PROCESS"** form provided by the City. If all candidates do not agree to waive the Assessment Center, then it will proceed as set forth.

Section 6. Procedure for Making Promotional Appointments

- (a) For promotional candidates applying for the Apparatus Operator, Fire Lieutenant, or Deputy Fire Marshal Lieutenant classification, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .60 to account for sixty percent (60%) of the candidate's composite score; by taking the candidate's Assessment Center score and multiplying that score by .40 to account for forty percent (40%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) seniority points, to the composite score to compute the final score (see below).

$(\text{Passing Score on Written Examination} \times 60\%) + (\text{Assessment Center Score} \times 40\%) = \text{Composite}$

Score

Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score

- The Parties mutually agree the Seniority Points shall be calculated at their accrued value through the day that the Assessment Center exercises are completed.

- (b) For promotional candidates applying for the Fire Battalion Chief or Deputy Fire Marshal Battalion Chief classification, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .50 to account for fifty percent (50%) of the candidate's composite score; by taking the candidate's Assessment Center score and multiplying that score by .50 to account for fifty percent (50%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) seniority points, to the composite score to compute the final score (see below).

(Passing Score on Written Examination x 50%) + (Assessment Center Score x 50%) = Composite Score

Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score

- The Parties mutually agree the Seniority Points shall be calculated at their accrued value through the day that the Assessment Center exercises are completed.

- (c) For promotional candidates applying for the Assistant Chief or Fire Marshal classification, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .40 to account for forty percent (40%) of the candidate's composite score; by taking the candidate's Assessment Center score and multiplying that score by .60 to account for sixty percent (60%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) seniority points, to the composite score to compute the final score (see below).

(Passing Score on Written Examination x 40%) + (Assessment Center Score x 60%) = Composite Score

Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score

- The Parties mutually agree the Seniority Points shall be calculated at their accrued value through the day that the Assessment Center exercises are completed.

Section 7. Effect of an Eligibility List Created Under this Article

A promotional eligibility list in existence at the time of the effective date of this Agreement shall continue in effect until its exhaustion or expiration. Any promotional eligibility list created under this article will take effect upon the exhaustion or expiration of any eligibility list in existence on the effective date of

this Agreement.

Section 8. Appeal

(a) Written Examination

A promotional candidate may appeal the multiple choice written examination under Section 143.034 of the Texas Local Government Code. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination.

(b) Assessment Center

A promotional candidate may not appeal or dispute the Assessment Center or scoring of the Assessment Center to an administrative or judicial body except for fraud committed by an assessor.

(c) Passover

The appeal provisions of Texas Local Government Code 143.036 (f) and (g) apply to a person having the highest overall score, if they are not appointed by the Department head.

Section 9. Statutory Override

This article supersedes the following sections of the Local Government Code: sections 143.032(a), 143.032(b), 143.032(c), and 143.032(d) to provide for an Assessment Center process as part of the promotional process and posting of the Assessment Center; section 143.032(f) to provide for more flexibility for the timing of scoring; section 143.032(g) to provide for a consultant to administer an Assessment Center as part of the promotional process; section 143.033(a) to provide for scoring of the Assessment Center component outside the presence of the promotional candidates; section 143.033(c) to provide for an Assessment Center score as part of the promotional process so the score is not based solely on the written examination; section 143.033(d) to provide for more time to compute and post the scores of the eligibility list; section 143.034 to provide for an Assessment Center and preclude appeal except for fraud; sections 143.036 (a), 143.036(b), and 143.036(h) to provide for the promotional process in accordance with this article; and section 143.037 to allow the information to be maintained in multiple records retained in the Civil Service files.

Section 10. Fire Marshal's Office

In regards to the promoted positions of Fire Marshal and Assistant Fire Marshal, initial posting requirements will require at least two (2) fully qualified candidates within the Fire Marshal's Office with a minimum of one (1) year of cleared assignment within the office. If there are not two (2) candidates within the Fire Marshal's Office, the Commission shall open the process to the entire Fire Department and follow the procedures relating to eligibility for promotional examinations outlined in Section 143.030(d) until at least two (2) qualified candidates sit for the examination. Preference points will also be given to current employees assigned to the Fire Marshal's Office:

- a. Five (5) Points to be applied to any current Assistant Fire Marshal's overall score after the completion of the outline process of this article.**
- b. Three (3) Points to be applied to any current Deputy Fire Marshal's overall score after the completion of the outline process of this article.**

Any assigned employees to the Fire Marshal's Office will retain their last position held in the

suppression division prior to their promotion to the Fire Marshal's Office in the event of leaving the Fire Marshal's division or suppression division promotions.

ARTICLE XIX
PERFECT ATTENDANCE BONUS

Section 1

In addition to the normal vacation accrual amounts beginning the first full pay period after May 1, of each year, each employee shall be entitled to two (2) additional days to exchange for pay for each six (6) months of “perfect attendance”.

- a. There shall be two (2) Perfect Attendance Bonus time periods:
 - a. 1 May to 31 October and;
 - b. 1 November to April 30
- b. One (1) day will be an additional day of vacation given by the City of Bryan;
- c. While the second day will be drawn from the employees sick leave balance.
- d. Pay out for the Perfect Attendance Bonus shall be paid out the first pay period in December.

Section 2

Employees not working for one of the following reasons are not eligible to receive the two (2) days perfect attendance bonus:

- a. Sick Leave;
- b. Emergency Leave (provided that use of bereavement leave, although taken on an Emergency leave basis, shall not be a disqualification under this section);
- c. Line of Duty Leave provided that use of LOD leave for a portion of a shift, as to those employees that return to work on the following shift, shall not be a disqualification under this section);
- d. Leave without pay, and suspensions.

ARTICLE XX
SHIFT EXCHANGE

Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department.

Time exchanges may be voluntarily undertaken between two (2) employees of either a rank above or below upon approval of the employees' immediate supervisors and Battalion Chief prior to such exchange of time.

Responsibility for arrangement for the repayment of such time rests with the employees involved.

No obligation shall be placed upon the Authority for repayment of time voluntarily traded or repaid between employees.

ARTICLE ~~VII~~ **XXI** MINIMUM STAFFING

Section 1. ~~Resolution No. _____.~~

~~The City of Bryan in conjunction with the Bryan Fire Department shall strive to complete the goals outlined within the City of Bryan Resolution No. 3494, Minimum Staffing Goals. The implementation of these minimum staffing goals for the Bryan Fire Department staffing model may be completed by the outlined date of 2023 or sooner, depending on available annual funding.~~

Section 2. ~~Staffing Levels upon Completing Resolution No. _____.~~

~~(a) Battalion Chiefs~~

~~The goal is to have each battalion chief staffed with an apparatus operator.~~

~~(b) Heavy Apparatus~~

~~The goal is to have each Engine and Ladder company staffed with four (4) personnel.~~

~~(c) Light Apparatus~~

~~The goal is to have each medic vehicle staffed with two (2) firefighters and each EMS supervisor vehicle staffed with one (1) lieutenant.~~

~~(d) Future Additions~~

~~Additionally, and as not provided in Resolution No. 3494, any Heavy Apparatus (Engine Co. / Ladder Co.) newly created during the tenure of this Agreement, shall ideally attempt to maintain a minimum of four (4) member staffing consisting of one (1) lieutenant, one (1) apparatus operator, and two (2) firefighters.~~

Section 1. NFPA 1710

The City agrees to provide staffing sufficient to maintain the operations of the Bryan Fire Department at an effective level. The authority having jurisdiction through its Fire Division shall work toward maintaining compliancy with the NFPA 1710 standard. There shall be a joint committee composed of management representatives and labor representatives. IAFF Local 1204, Association representatives shall be selected by the Association Membership. Bryan Fire Division representatives shall be appointed by the Chief.

The Purpose of the committee will be to evaluate the Fire Divisions compliance with the minimum criteria addressed in NFPA 1710 regarding the effectiveness, efficiency and safety of fire suppression operations, emergency medical service, and special operations delivery in protecting the public and fire division employees. Where applicable, the joint committee evaluation will also include a review of relevant local/state polices, regulations and statutes that address fire suppression operations, emergency medical service and special operations delivery.

Upon completion of the evaluation, the joint committee will recommend a written plan and an attainable schedule for compliance with the operational criteria identified within NFPA 1710.

Section 2. Daily Staffing Levels

a) Battalion Chief(s)

Each battalion chief staffed with an aide.

One (1) Battalion Chief, One (1) Apparatus Operator

b) Heavy Apparatus

Each Engine and Ladder company shall be staffed with four (4) firefighters.

Engine(s): One (1) ~~Lieutenant~~ Company Officer, One (1) Apparatus Operator, Two (2) Firefighters

Ladder(s): One (1) ~~Lieutenant~~ Company Officer, Two (2) Apparatus Operators, One (1) Firefighter

c) Light Apparatus

Medics: Two (2) Firefighters

EMS 1: One (1) ~~Lieutenant~~ Company Officer

d) Future Additions

Additionally, any Heavy Apparatus (Engine Co. / Ladder Co.) newly created during the tenure of this Agreement, shall maintain a minimum of four (4) member staffing consisting with the appropriate criteria found in Section 2. Any Light Apparatus (Medics) will consist of two (2) firefighters.

Section 3 Emergency Staffing

In the event of an emergency staffing situation after shift change at 0700, only ~~Light Apparatuses~~ will go "Out-of-Service" to maintain staffing levels for Heavy Apparatus while backfill is utilized. At no time is it acceptable to allow heavy apparatus to fall below 4-person staffing.

ARTICLE XXII

PRESUMPTIVE INJURY & ILLNESS

It is the policy of the City, notwithstanding any provision of the law to the contrary, it shall be presumed that any employee who contracts HIV, the AIDS virus, all forms of Hepatitis, Tuberculosis, or any other contractible virus has done so as the result of a work related incident or event.

It is the policy of the City, notwithstanding any provision of law to the contrary, that any condition of impairment of health caused by any disease of the heart, lungs or respiratory tract, post-traumatic stress disorder, and/or cancer resulting in total or partial disability or death to an employee, shall be presumed to have been suffered in the line of duty as a result of noxious fumes or poisonous gases, unless the contrary be shown by competent evidence.

- Texas Government Code 607
- HB2143, Legislation Session 86R
- SB 22, Legislation Session 87R

The City will provide annual cancer screenings for firefighters of cancers listed under TGC 607.

ARTICLE XXIII

DISCIPLINARY ACTION AND APPEALS

Section 1. Suspensions of Three (3) Days or Less

Appealable and Non-Appealable Suspensions

It is understood that some firefighters will make some errors during their career involving rule violations, including those who are good, professional firefighters. The Parties agree that written reprimands and short disciplinary suspensions are for the purpose of reinforcing the need for compliance with departmental standards and not necessarily as punishment.

The Parties agree that when a firefighter is suspended for 1, 2 or 3 days, the firefighter may choose one of two methods of dealing with the suspensions as listed below.

A. **Suspensions that may not be appealed.** The firefighter may forfeit vacation or holiday time equal to the length of the suspension, to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement or promotion. The forfeited vacation or holiday time will not constitute hours worked. In the event a firefighter has received a disciplinary suspension within the preceding 24-month period, the firefighter may only forfeit vacation or holiday time with the Department head's permission. The firefighter must agree that there is no right to appeal if this method of suspension is chosen and sign a waiver of appeal.

B. **Suspensions that may be appealed.** The firefighter may appeal the suspension solely to the commission. If the firefighter chooses to appeal the suspension, the hearing will be conducted as set forth in Texas Local Government Code Section 143.053.

Consideration of Suspensions of Three (3) Days or Less

The Parties agree that disciplinary suspensions of three days or less that were imposed on or after DATE SET, will no longer be considered for purposes of transfer or promotion after a specific period of time has passed. The specific period of time required will be equal to one year plus an additional six months for each day of suspension. This section does not apply to appealed suspensions.

After the appropriate passage of time, the Department head shall notify the commission in writing. A copy of the notification document shall be included in both the sections 143.089 (a) and (g) files, and the Department shall enter a notation in these files reflecting this. The Parties agree that the Department and the commission will not alter, destroy, conceal, or remove, any documents related to the temporary suspension, including but not limited to the letter of temporary suspension that was filed with the commission as required by Texas Local Government Code section 143.052(c), or the section 143.089 (a) or 143.089 (g) files. The original suspension paperwork shall still be subject to open records request and as evidence to negate any civil liability claim.

Section 2. Suspensions of Four (4) to Fifteen (15) Days

The Parties agree that when a firefighter is suspended for 4-15 days, the firefighter may choose one of two methods of dealing with the suspension as listed below.

A. **Suspensions that are not appealed.** The firefighter may request to use vacation or holiday time to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement, promotion, or any other purpose. The firefighter must agree that there is no right to appeal if this method of suspension is approved by the Department head.

If requested by the firefighter, the Department head may allow a firefighter to forfeit vacation or holiday time equal to the length of the suspension to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement or promotion. The forfeited vacation or holiday time will not constitute hours worked. Approval of use of vacation or holiday time will be noted in the suspension paperwork. The firefighter must agree that there is no right to appeal if this method of suspension is chosen and sign a waiver of appeal.

B. **Suspensions that may be appealed.** The firefighter may appeal the suspension to the commission or a Hearing Examiner as provided in Texas Local Government Code Sections 143.010 and 143.057.

Section 3. Suspensions of Sixteen (16) to Ninety (90) Days

A. **Mutually Agreed.** Either the Department head may offer to impose, or the firefighter facing discipline may propose to accept, a suspension without pay for a period from sixteen (16) to ninety (90) days. If the firefighter accepts the mutually agreed suspension, there shall be no right of appeal and the firefighter must sign a waiver of appeal. It is also understood and agreed that if the Department head permits the firefighter to forfeit vacation days for suspension, such vacation or holiday time shall be considered as equal punishment to unpaid days of suspension. In no case will sick leave be forfeited for unpaid days of suspension. The forfeited vacation or holiday time will not constitute hours worked.

B. **Non Agreed.** If the Department head imposes a suspension under this section the firefighter may appeal to the commission or to a Hearing Examiner as provided in Texas Local Government Code, sections 143.010 and 143.057.

Section 4. Alternative Discipline by the Department Head

In considering appropriate disciplinary action the Department head may require that a firefighter be evaluated by a qualified professional (within the City's Employees Assistance Program ("E.A.P.")). If that professional recommends a program of counseling and/or rehabilitation for the firefighter, the Department head may, as an alternative to demotion, or temporary or indefinite suspension, or in combination with a demotion or temporary suspension, require that the firefighter successfully complete the recommended program. The program of counseling and/or rehabilitation will be completed on the firefighter's off-duty time, unless the Department head approves the use of accrued vacation leave or sick leave. The firefighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by City's E.A.P. or the firefighter's health insurance plan. If the firefighter's misconduct involves alcohol or substance abuse-related behavior, the Department head may require that the firefighter submit to mandatory alcohol or drug testing, when ordered by the Department head, for a specified period of time not to exceed twelve (12) months.

If, after entering the program of counseling and/or rehabilitation, the firefighter fails or refuses to complete the program, the firefighter may be suspended up to and including an indefinite suspension. The firefighter has the right to appeal by filing an appeal notice in accordance with the provisions of Chapter 143. The suspension may be appealed to a Texas Local Government Code Hearing Examiner or the commission. On appeal, the commission, or 143 Hearing Examiner shall have the same duties and powers set forth in

Chapter 143, but shall not have the power to substitute a program of counseling and/or rehabilitation different from the program imposed by the Department head or to substitute any period of suspension for the required program of counseling and/or rehabilitation.

Section 5. Alternative Discipline by Agreement

The Department head may offer the firefighter the opportunity to enter into an alternative disciplinary agreement under which the firefighter would accept a temporary suspension of up to ninety (90) days and if applicable, agree to successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the City's E.A.P. policy. The program of counseling and/or rehabilitation will be completed during the time off for discipline or on the firefighter's off duty time, unless the Department head approves the use of accrued vacation leave or sick leave. The firefighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the City's E.A.P. program or firefighter's health insurance plan. If the firefighter's misconduct involved alcohol or substance abuse related behavior, the Department head may require that the firefighter submit to mandatory alcohol or drug testing, when ordered by the Department head, for a specified period of time not to exceed twelve (12) months. If the firefighter accepts the opportunity for agreed alternative discipline, the firefighter may not appeal any terms of the Agreement nor the disciplinary action.

If the firefighter fails to successfully complete the program of counseling and/or rehabilitation, the firefighter may be suspended up to and including an indefinite suspension without right of appeal and without right to bring any contract dispute under Article 9 regarding the Agreement or the disciplinary action, before any administrative or judicial body.

Section 6. Last Chance Agreement

In considering appropriate disciplinary action, the Department head may require that a firefighter be evaluated by a qualified professional (within the City's E.A.P.). If that professional recommends a program of counseling and/or rehabilitation for the firefighter, the Department head may offer the firefighter, as an alternative to indefinite suspension, the opportunity to enter into a last chance agreement. The agreement may include the following provisions in addition to any other provisions agreed upon by the firefighter and the Department head.

A. The firefighter shall successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Department head.

B. The program of counseling and/or rehabilitation will be completed on the firefighter's off-duty time, unless the Department head approves the use of accrued vacation leave or sick leave. The firefighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the City's E.A.P. policy or the firefighter's health insurance plan.

C. The firefighter shall agree to a probationary period not to exceed one (1) year, with the additional requirement that if, during the probationary period, the firefighter commits the same or a similar act of misconduct, the firefighter will be indefinitely suspended without right of appeal.

If the firefighter's misconduct involves alcohol or substance abuse related behavior, the Department head may require that the firefighter submit to mandatory alcohol or drug testing, upon order by the Department head, for a specified period of time not to exceed one (1) year. If the firefighter accepts the opportunity for a last chance agreement, the firefighter may not appeal any terms of the agreement. If the firefighter fails

to successfully complete the agreed upon program, the firefighter may be indefinitely suspended without right of appeal.

Section 7. Local Government Code Section 143.057 Hearing Examiner Retained for Suspension In Excess of 3 Days or for Indefinite Suspension

The City recognizes that during the term of this Agreement firefighters have the right to an appeal of an indefinite suspension before a Hearing Examiner as provided in section 143.057 of the Texas Local Government Code. During the term of this Agreement, the Parties specifically agree to retain this right of appeal, as modified herein, notwithstanding any change to section 143.057 which may occur as a result of court or legislative action. This section does not limit a firefighter's ability to appeal a suspension of four (4) to ninety (90) days in the event a suspension is not mutually agreed.

Section 8. Procedures for Hearings before Civil Service Commission and Independent Hearing Examiners

It is expressly agreed that commission hearings and hearings before Hearing Examiners under Texas Local Government Code 143.057, are informal administrative hearings. Specifically it is understood that neither the Texas Rules of Evidence ("TRE") or the Texas Rules of Court ("TRC") apply to such hearings. The burden of proof shall be by a preponderance of the evidence.

Section 9. Preemption review

The provisions of this Article preempt all contrary local ordinances, executive orders, legislation, or rules adopted by the state or by a political subdivision, including a civil service commission. It is the specific intent of the Parties to this Agreement, that any express written provision that specifically provides for a procedure, a standard, or a practice other than what is provided for in Subchapter D of Texas Local Government Code 143, is intended to override the applicable statutory provision as allowed by Subchapter C of Texas Local Government Code chapter 142.

Section 10. Expenses

It is agreed that the City and a firefighter disciplined under this article shall share the fees and expenses equally for the hearing examiner. The expenses incurred by or for a witness are paid by the party who calls the witness. In the event a Party desires a court reporter that Party shall bear that cost 100%. In the event the firefighter is not a member of the Association, and therefore financially responsible for his/her share of any fees; the firefighter shall deposit with the director his/her anticipated share of the fees and expenses (the amount deposited shall equal the fees and expenses for one full day) three (3) days prior to the hearing examiner's deadline to cancel. Failure to deposit the funds timely shall result in the appeal being dropped and acceptance of the discipline imposed.

In the event the fees and expenses for a hearing exceed the deposited amount, the non-association member shall pay the remaining amount due within thirty (30) days of receipt of the bill or authorize, in writing, the City to deduct the amount due from his/her next four (4) paychecks.

ARTICLE XXIV

GRIEVANCES

Section 1 Grievances.

A grievance is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provision of this Agreement. Except as may be otherwise provided in this Agreement, all disciplinary action shall be in compliance with the applicable provisions of Chapter 143 of the TLGC and is not subject to the terms under this Article. The Association or any bargaining unit member may file a grievance under the terms of this Agreement.

Each grievance shall be submitted on a form agreed to by the parties and must include (1) a brief statement of the grievance and the facts or events on which it is based; (2) the section(s) of the contract alleged to have been violated; (3) the remedy or adjustment sought; (4) the steps taken by the grievant to resolve the issue; (5) for maintenance of standards or past practice grievances, the specific right or practice that is the basis of the complaint; and (6) the bargaining unit member's signature or, if filed by the Association, the signature of the Grievance Committee Chairman or local Association President.

Section 2. Procedure.

Step 1

A firefighter who is aggrieved must file a grievance with an Association Grievance Committee member within thirty (30) calendar days of the date upon which the fire fighter knew of or should have known of the facts or events given rise to the grievance. A copy of the notice of receipt of the grievance shall be forwarded to the Chief by the Association Grievance Committee within three (3) calendar days of receipt of the grievance. The Grievance Committee shall within fifteen (15) calendar days of receipt of the grievance determine if a grievance exists. If the grievance is denied by the Committee, a member of the Committee shall notify the grievant within five (5) calendar days of the day of the denial. The grievant may appeal in writing to the Executive Board of the Association within five (5) calendar days of notification of denial of the grievance. The Executive Board shall have five (5) calendar days to make final determination of the appeal. If the Association determines that no grievance exists, the Grievance Committee Chair shall notify the Chief or designee in writing that no further proceedings will be necessary. If the Association determines that the grievance is valid, it shall process the grievance on behalf of the fire fighter(s) by forwarding the written grievance to Step 2 of this procedure.

Step2

Any grievance found to be valid by the Association shall be submitted to the Chief or the designee by hand delivery and in writing within ten (10) calendar days of the Step 1 ruling. After receipt of the grievance, the Chief or designee shall: within fifteen (15) calendar days of receipt of the grievance submit his or her response in writing to the Association President.

Step 3

If the grievance is not resolved at Step 2, the Association shall have ten (10) calendar days from receipt of the Chiefs decision to submit the matter to the (Personnel Director, City Manager, City Council, etc.) who shall render a written decision within ten (10) calendar days after the receipt of the grievance.

Step 4

If the grievance is not resolved at Step 3, the Association shall have ten (10) calendar days from receipt of the (Personnel Director, City Manager, City Council, etc.) decision to submit the matter to arbitration. The arbitration procedure will be implemented by the Association notifying the Chief and/or (Personnel Director, City Manager, City Council, etc.) in writing of their intent to submit the grievance to arbitration.

Step 5

If a grievance is submitted to arbitration, the City and the Association may, within ten (10) calendar days of such request, mutually agree to a neutral arbitrator. If the parties are unable to agree on such an appointment, the City and Association shall, within five (5) calendar days, jointly request a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. Within ten (10) calendar days following receipt of the list of arbitrators, the parties shall select an arbitrator by each party in turn striking one name from the list until only one (1) name remains. The remaining individual on the list shall serve as the arbitrator. The arbitrator so selected shall, through the agency selected, be promptly notified of his or her selection and the parties in agreement with the arbitrator shall select a time, place and date for the hearing of the grievance.

- a. Within thirty (30) calendar days after the conclusion of the hearing, the arbitrator shall issue a written opinion and ruling with respect to the issues presented, a copy of which shall be mailed or delivered to the Association and the City.
- b. With respect to the application, interpretation and enforcement of the provisions of this Agreement the decision of the arbitrator shall be final and binding on the parties of this Agreement.
- c. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction or authority to modify or to establish new provisions as to the present Agreement, or to arbitrate away, in whole or in part, the provisions or amendments thereof.
- d. The cost of the impartial arbitrator shall be borne by the losing party. In the event of a composite decision, the arbitrator shall determine the portion of such cost to be borne by each party. If a transcript of the proceedings is requested, then the party so requesting shall pay for such transcript, unless otherwise agreed to by the parties.
- e. Each party shall be responsible for the cost of the attendance of its witnesses at the contract grievance hearing.
- f. If the final date of any response and/or filing period falls upon a City Holiday (observed date), Saturday or Sunday, then the due date will fall on the next business day.

Section 3. Time Limits.

All time limits set forth in this Article may be extended by mutual consent and in writing, but if not so

extended they must be strictly observed. In the event the Association fails to meet the time limits at any step of the procedure the grievance shall be considered resolved and no further action shall be required. Failure by the City to meet the time limits at any step shall be considered a denial of the grievance and shall automatically allow the grievance to proceed to the next step.

Section 4. Election of Remedies.

It is specifically and expressly understood that filing a grievance under this Article that has as its last step final and binding arbitration constitutes an election of remedies and any appeal of an arbitrator's decision in this procedure shall be strictly and solely limited to the grounds that the arbitrator exceeded their authority and jurisdiction as provided under this Agreement; that the decision of the arbitrator was procured by fraud or collusion or that the arbitrator's decision is based upon a clear and manifest error of law.

Section 5. Costs.

Each party shall be responsible for the costs of the attendance of its own witnesses at a contract grievance hearing. Nothing in this Agreement shall prevent the Association from charging non-members reasonable fees and expenses for representation, in accordance with its by-laws and other applicable law.

ARTICLE XXV

DRUG TESTING

Section 1. Policy:

The Bryan Fire Department and the Bryan Firefighters, Local 1204, IAFF, recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty.

Section 2. Informing Employees about Drug and Alcohol Testing:

All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her. Prior to any testing, the employee will be required to sign the attached consent form and release form. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within three (3) year(s) of completing an appropriate rehabilitation program.

Section 3. Employee Testing:

Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, there is a reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in this policy. This reasonable suspicion may be based on the following:

Involvement in a fatal or serious bodily injury accident or in an accident involving substantial damage; or an observable phenomena, such as direct observation or drug/alcohol use or the physical symptoms of being under the influence of a drug/alcohol; or

A pattern of abnormal conduct or erratic behavior; or

An arrest and conviction of a drug related offense; or

Information provided by reliable and credible sources that have been independently corroborated.

Section 4 Sample Collection:

The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Union and the Employer. The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyzed

unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA. The Union and the Employer agree that security of the biological urine and blood samples is absolutely necessary, therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purposes.

Blood or urine samples will be submitted as per NIDA standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least twelve (12) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Section 5 Drug Testing:

The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

- Marijuana metabolites 100 ng/ml
- Cocaine metabolites 300 ng/ml
- Opiate metabolites [1] 300 ng/ml
- Phencyclidine 25 ng/ml
- Amphetamines 1,000 ng/ml

[1]: If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GS/MS) techniques at the following listed cutoff values.

- Marijuana metabolites [1] 15 ng/ml
- Cocaine metabolites [2] 150 ng/ml

- Opiates

Morphine 300 ng/ml

- Codeine 300 ng/ml

- Phencyclidine 25 ng/ml

- Amphetamines

Amphetamine 500 ng/ml

Methamphetamine 500 ng/ml

[1] Delta-9-tetrahydrocannabinol-9-carboxylic acid

[2] Benzoylcegonine

If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 6. Alcohol Testing:

A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the Texas State Police. An initial positive alcohol level shall be .10 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .10 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 7. Medical Review Physician:

The Medical Review Physician shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

Section 8. Laboratory Results:

The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he/she has completed his/her review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

Section 9. Testing Program Costs:

The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

Section 10. Rehabilitation Program:

Any employee who tests positive for illegal drugs shall be medically evaluated, counseled and treated for rehabilitation as recommended by E.A.P. counselor. Employees who complete a rehabilitation program will be re-tested randomly once every quarter for the following six (6) months. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a program on their own initiative shall not be subject to re-testing. The treatment and rehabilitation shall be paid for by the employee's insurance program. Any costs over and above the insurance coverage shall be paid for by the Employer for initial treatment and rehabilitation. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program. If an employee tests positive during the six (6) month period they shall be subject to disciplinary action as per the Department Rules and Regulations, the employee will be re-evaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment. If an employee tests positive during this subsequent six (6) month period which in effect will be the employee's third chance for rehabilitation, the employee will be subject to discipline as per the Department Rules and Regulations.

Section 11. Duty assignment after treatment:

Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and two (2) years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

Section 12. Right of appeal:

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

Section 13. Union held Harmless:

This drug and alcohol testing program was initiated at the request of the Employer. The Fire Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this Agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section 14. Changes in Testing Procedures:

The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in the grievance procedure of this Contract.

Section 15. Conflict with Other Laws:

This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or Local statutes.

Consent and Release Form for Drug/Alcohol Test Program:

I acknowledge that I have received a copy of, have been duly informed, and understand the Fire Department's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the Fire Department's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the Fire Department being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the Fire Department Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within three (3) years of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the Fire Department.

Printed or typed name of employee

Signature of employee

Date

ARTICLE XXVI

PERSONNEL RECORDS

A firefighter, with or without his or her designated representative, shall be entitled to review and copy the contents of his or her department personnel folder, upon request, during normal business hours. In the event an investigation is currently in progress, materials pertaining to that investigation shall not be available until the investigation is completed. This does not authorize a firefighter to review or copy materials deemed confidential by TLGC Section 143.089(g), provided however, that if any such material from prior complaints or investigations is considered by the Chief, either as to the truth of current allegations, or the degree of punishment, such materials shall be available for review under this Article. A firefighter must schedule a time at least 48 hours in advance with the Assistant Chief or Chief's designee, and any copying of the department personnel folder shall be onsite and at the firefighter's expense.

ARTICLE XXVII

LEGAL DEFENSE

The City shall defend any firefighter, on the firefighter's request, against a suit for damages by a party, if the claim involves an official act, on the day and time in question, of the firefighters during the course and scope of the firefighter's authority and employment under orders of the Fire Chief or his designee, or pursuant to City policy as provided for in Texas Local Government Code Section 180.002. In the event that a judgement is rendered against a firefighter under the above mentioned terms and conditions, the City shall indemnify the firefighter for the amount of the judgement excluding any amount specified by the Court to be a direct result of the firefighter's unauthorized act or acts and constituting and firefighter's sole negligence.

ARTICLE XXVIII

ASSOCIATION SICK LEAVE BANK

Section 1 Purpose

The purpose of the Association Emergency Sick Leave Bank is to provide additional sick leave hours to City of Bryan Firefighters in the event of extended illness not to exceed one (1) year.

Use of additional sick leave hours may only be applied to extended illness involving a regular, full-time City of Bryan firefighter. This Bank is not applicable for the care of members of the employee's immediate family.

Section 2 General Guidelines

Donee employees shall be required to exhaust all available paid leaves (injury leave, sick leave, vacation, holiday, and compensatory time) prior to utilizing donated sick leave hours.

Donee employees utilizing this Bank shall conform to all requirements of applicable policies and agreements.

The emergency sick leave bank usage is strictly voluntary. The City is not responsible for providing any and/or all days requested by an employee that are not provided by donor employees.

Donee employees may utilize this bank once per calendar year and all donated hours must be used consecutively.

Use of donated hours from this bank shall be considered to have been utilized consecutively if the Donee employee is off duty, returns to restricted duty, and is ordered off-duty again by his treating physician, as long as these periods are contiguous.

Donated hours may be carried-over into the following calendar year as long as the leave period is contiguous as described above. In such an instance, the Donee Employee is still entitled to utilize the Bank once in the new calendar year even though he carried-over hours into the new calendar year from use of the Bank in the previous year.

In the event of death of the employee in receipt of donated sick leave hours, the estate of the deceased employee is not entitled to payment for unused sick leave acquired through this Bank.

Section 3 Donation Parameters

The Association Emergency Sick Leave Bank shall be funded by a voluntary donation of an employee's sick leave during the first pay period of the calendar year, and again during the first pay period of July for each year.

An individual donor employee may not donate more than 120 hours per year cumulatively.

Donor employees may not donate sick leave which he/she has not accrued.

Donor employees with 120 or less accrued hours of sick leave may not donate more than 48 hours.

All donations will involve accrued sick leave; no other form of leave may be donated.

Donations do not count as an absence for purposes of performance evaluations and sick leave vacation entitlement.

The City will track contributions to and deductions from the Association Emergency Sick Leave Bank. Once a contribution has been made to the Bank there shall be no transfer of the time back into any individual firefighter's leave time account, and there will be no cash payout for any remaining time in the Bank. Any hours not used in one (1) year will remain in the Bank to be utilized the following year. Such bank hours shall never have any cash or surrender value.

Section 4 Request:

All Association Emergency Sick Leave will be requested in writing to the Association President, and submitted ninety-six (96) hours in advance for approval by the Chief, including a determination that the occurrence for which bank time is requested meets the requirements established later in this section. The Chief may waive the requirement that the request and approval be in writing.

Section 5 FMLA

Donee employees must be eligible for, apply, and receive approval for FMLA leave. The period in which a recipient employee may receive donated leave is the period of FMLA qualified leave which would otherwise be unpaid.

ARTICLE ~~VI~~ XXIX

ASSOCIATION RIGHTS

Section 1 Dues Deduction

- A. Upon receipt of a proper and signed authorization from an Association member and written approval by the Association, the City will deduct from the Association member's pay regular Association dues in the amount set by the Association. The authorization shall be made on a Direct Deposit form supplied by the City's Finance Department. The Association shall notify the City of any change in the amount of the regular dues.
- B. The City will continue to deduct from the Association member's pay, upon receipt of authorization from an Association member and written approval by the Association, the amount specified by the Association member for specific organizations or benefits. The current organizations or benefits are the following:
 - a. Bryan Firefighters Association General Fund
 - b. Bryan Firefighters Association Disaster & Relief Fund
 - c. Bryan Firefighters Association Emergency Assessment

Section 2. Bulletin Boards

The City will allow space on an existing bulletin board or provide space in each station for the Association. Articles placed on such board shall be limited to local, state, or national meeting announcements, legislative reports, safety bulletins, and other types of materials deemed appropriate at the Fire Chief's discretion.

Section 3. Association Representation

~~All members of the bargaining unit may, at the Chief's discretion, be entitled to have an Association representative present during discussions or meetings that may result in formal discipline under TLGC 143 as amended.~~

All members of the bargaining unit shall be entitled to have an Association representative present pertaining to oral or written reprimand, suspension, or other disciplinary matter in any discussion or meeting with a Chief Officer, Fire Marshall, or other member of City Management, that may result in discipline under TLGC 143 as amended. The Association shall furnish a list of union stewards and alternatives on each shift as well as the principal officers of the union who are authorized to act as union representatives for the purpose of this article.

Section 4. Association Business

- A. The Association may schedule special meetings pertinent to Association business on Fire Department property in so far as such meetings are not disruptive of the duties of the firefighters or the efficient operation of the Fire Department, provided however, that permission for such meetings shall be obtained from the Fire Chief in writing 72 hours prior to the meeting.
- B. On-duty firefighters may be involved in Association activities such as meetings or other activities occurring in-house as long as such does not interfere with the discharge of his/her duties or any assignments or violate any of the provisions of this Agreement, as determined by the Fire Chief.

ARTICLE ~~XII~~ XXX

WELLNESS AND FITNESS INITIATIVE

The Fire Department shall develop and implement a Wellness and Fitness Initiative Program to align with, as much as fiscally feasible, the recommendations of the IAFC/IAFF Joint Labor Management Wellness Fitness Initiative. The City Manager has final approval of the program and costs of the program. The program will be a voluntary, non-punitive program; provided however, that prior to beginning the program, each employee must have taken the annual Fire Department physical examination and received a written evaluation from the appointed physician. The program shall include a baseline fitness evaluation, individual fitness and training goals, follow-up fitness re-evaluations as needed, educational in-service training and written materials on wellness topics, and quarterly and annual group and individual achievement awards.

The Fire Department will establish an adequate number of peer fitness trainers to provide reasonable access to participants.

ARTICLE ~~XII~~ XXXI
HEALTH AND SAFETY COMMITTEE

The Fire Department shall establish an internal Health and Safety Committee to which the Chief will appoint seven (7) members with at least four (4) being members from the Association. With a minimum of one (1) week prior notice to all members, the Health and Safety Committee shall meet at least twice a year and make recommendations to reduce and eliminate the most frequent and costly occupational injuries, and to study and review matters relating to health and safety equipment. Committee recommendations shall be furnished in writing to the Fire Chief and to the Association. Such recommendations may provide the basis for improvements in safety practices, procedures, and equipment.

To enhance health and safety initiatives and to diminish hazardous or unsafe work conditions, the Committee may:

- Periodically inspect Fire Department facilities and apparatus, protective equipment, protective clothing, and work methods and conditions, including training procedures.
- Recommend and develop a systematic medical testing program for potential work-related illnesses and/or disabilities.
 - Review and make written recommendations of the systematic testing program six (6) months after the establishment of such program and every twelve (12) months thereafter.

ARTICLE XXXII

LABOR MANAGEMENT COMMITTEE

The Department and the Union recognize that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious labor relations and agree to jointly maintain and support a Labor-Management Committee.

The parties agree that there shall be a Joint Fire Fighter-City Liaison Committee established for purposes of facilitating discussions concerning matters of mutual concern. The Committee shall consist of six (6) representatives from the fire fighters and three (3) representatives from the Department and/or City and shall meet upon the request of either party, but shall not meet more often than once every month, unless some urgent matter shall arise. At least ten (10) days prior to any meetings of the Committee, each party shall deliver to the other party a Notice of the matters to be discussed at the said meeting and the matters referred to in the said Notices shall form the agenda for the said meeting.

The Department agrees that prior to changing any existing or introducing any new policy, practice or procedure with respect to conditions of work, the Department and/or will first discuss the same with this Joint Firefighter-City Liaison Committee and shall otherwise conduct itself in a fair and reasonable manner.

ARTICLE XXXIII

ASSOCIATION BUSINESS

Section 1

Employees who are Union officials (officers and trustee who constitute the union's executive board) shall be granted time off without loss of pay to conduct union business if a replacement of an equivalent rank or, at the discretion of the affected Battalion Chief, other employee arranged for by the Union. The time will be documented as hours work for the official using Association Business Leave, while the arranged replacement will be eligible for overtime.

All Association business leave will be requested in writing to the Association President, and submitted forty-eight (48) hours in advance for approval by the Battalion Chief, including a determination that the occurrence meets the requirements established later in this section.

Association Business Leave (ABL) may be used for activities that include the following, for specified individuals:

- a. Members (up to 3) attending seminars, workshops, trainings, and certification courses.
- b. Members (up to 3) attending TSAFF / IAFF Convention, Conference, Symposium, and business meetings.
- c. Association President and/or his designated representative appearing before the City Council, Civil Service Committee, the Texas Legislature, or U.S. Congress.
- d. Association President and/or his designated representative working on grievances, arbitration, and other labor relation problems or association business.
- e. Association President and/ or his designated representative attending Association Meetings.
- f. Members who hold State, International or National Office (including elected or appointed) shall be granted the same privileges stated above.
- g. Members who hold TCFP, TMRS, NFPA, IFSTA, IAFF Response Team, and NIOSH positions shall be granted the same privileges stated above.
- h. Members (up to 2) attending Community Events, Charitable Events, PAC Events, Pipe & Drum Events, Honor Guard, WFI Events.
- i. Members (up to 3) attending Grievance & Arbitration hearings, meetings, and trainings.

The Association shall jointly defend the provisions of this Article on behalf of both parties, and shall indemnify the City and any Department of the City and hold it harmless against any and all claims; demand, suits or other forms of liability that may arise out of, or by reason of, any actions taken by the City or any Department of the City for any purpose of complying with provisions of this Article. The Association shall be entitled to select and direct counsel for such defense, but shall reasonably cooperate with counsel designated by the City Attorney to participate.

SIGNATURE AND EXECUTION PAGE

THE FOREGOING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:

THE CITY OF BRYAN, TEXAS

By: _____ Dated: _____
~~Andrew Nelson~~
Mayor

By: _____ Dated: _____
Kean Register
City Manager

ATTEST:

Mary Lynne Stratta
City Secretary

APPROVED:

APPROVED AS TO FORM:

~~Randy McGregor~~
Fire Chief

~~Janis K. Hampton~~
City Attorney

THE BRYAN FIREFIGHTERS ASSOCIATION, IAFF, LOCAL #1204

Ratified by BFFA Membership on the ____ day of _____, ~~2019~~.

By: _____ Dated: _____
Daniel Buford
President, BFFA - IAFF Local #1204

By: _____ Dated: _____
Landon Bissett
Secretary, BFFA - IAFF Local #1204